



Amendment of Solicitation

Date of Issuance: 1/22/20

Solicitation No. 0900000422

Requisition No. _____

Amendment No. 2

Hour and date specified for receipt of offers is changed: No Yes, to: _____ CST

Pursuant to OAC 260:115-7-30(d), this document shall serve as official notice of amendment to the solicitation identified above. Such notice is being provided to all suppliers to which the original solicitation was sent. Suppliers submitting bids or quotations shall acknowledge receipt of this solicitation amendment prior to the hour and date specified in the solicitation as follows:

- (1) Sign and return a copy of this amendment with the solicitation response being submitted; or,
- (2) If the supplier has already submitted a response, this acknowledgement must be signed and returned prior to the solicitation deadline. All amendment acknowledgements submitted separately shall have the solicitation number and bid opening date printed clearly on the front of the envelope.

ISSUED BY and RETURN TO:

U.S. Postal Delivery:

5005 N Lincoln Blvd
Oklahoma City, OK 73105

or

Personal or Common Carrier Delivery:

5005 N Lincoln Blvd
Oklahoma City, OK 73105

Vanessa Young
Contracting Officer

405 - 202 - 3850
Phone Number

Vanessa.young@omes.ok.gov
E-Mail Address

Description of Amendment:

a. This is to incorporate the following:

The below sections have been revised. An underline denotes an addition, a strikethrough denotes a deletion.

A.3.11. Payment terms will be net 45 for administrative fee invoices, unless otherwise negotiated as a component of the best and final offer process.

C.7.2. ~~EGID will receive/pay Claim invoice on a biweekly (every two weeks) basis.~~

C.7.3. ~~You will allow EGID 45 business days to pay claim invoices.~~ EGID will pay claim invoices within 5 days of receipt of the claim invoice.

C.7.4. EGID will pay Administrative Fees on a monthly basis.

C.7.5. ~~You will allow EGID 45 business days to pay Administrative Fees.~~ EGID will pay administrative fees net 45, unless otherwise negotiated as a component of the best and final offer process.

H.1.1. The PBM shall adhere to the performance standards included in this RFP. ~~Failure to meet the minimum performance standards shall constitute a breach of this contract and may result in termination, liquidated damages and/or disqualification from bidding on any future ITBs and RFPs issued by the State of Oklahoma for a period of time not to exceed three (3) years.~~

~~Failure to meet the minimum performance standards shall result in an assessment of actual damages, provided actual damages can be calculated; otherwise, liquidated damages shall be assessed in accordance with this agreement and for the sole purpose of compensating EGID an amount of money sustained by the PBM's breach of contract~~ failure to

meet a performance standard. EGID shall incur no damages, including but not limited to interest payments to providers and/or members, for the PBM's failure to meet the minimum performance standards.

b. All other terms and conditions remain unchanged.

Supplier Company Name (**PRINT**)

Date

Authorized Representative Name (**PRINT**) Title

Authorized Representative Signature